

## SECOND AMENDMENT TO AGREEMENT FOR PURCHASE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS SECOND AMENDMENT ("Second Amendment") to Agreement for Purchase of Real Property and Joint Escrow Instructions ("Agreement") between Boeing Realty Corporation, a California corporation ("Seller") and Frito-Lay, Inc., a Delaware corporation ("Buyer") as amended by the First Amendment to Agreement for Purchase of Real Property and Joint Escrow Instructions dated as of July 12, 1999, is made as of this 26th day of July, 1999 between Seller and Buyer in order to amend the Agreement in the manner set forth herein.

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, Buyer and Seller agree to amend the Agreement as follows:

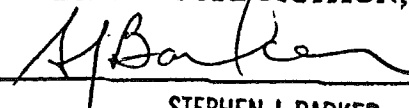
1. Feasibility Contingency. Buyer hereby notifies Seller that the Feasibility Contingency has been satisfied as provided in Section 4.3.2.
2. Pipeline Easement. Seller hereby agrees that it will continue, both prior to and following the Closing, to use commercially reasonable efforts to obtain whatever consents or determinations may be necessary or appropriate in order for Buyer to grade in accordance with Buyer's grading plans, and thereafter utilize for parking purposes to the extent permitted by the City of Los Angeles, the 30 foot pipeline easement located along the southerly border of the Property.
3. Additional Deposit. Seller agrees that Buyer may make the Additional Deposit required pursuant to Section 3.2.1 of the Agreement concurrently with the deposit of the remainder of the Purchase Price at the Closing as provided in Section 3.2.2.
4. Closing Date. The date for the Closing shall be as soon as possible following the date of this Second Amendment, but not later than August 6, 1999.
5. Additional Soil Costs. Seller agrees to provide to Buyer prior to the Closing a good faith estimate of the additional soil costs which Buyer has agreed to pay pursuant to Section 1.6.3 of the Agreement in connection with the importation of soil on the Property. Buyer shall pay such additional soil cost within five (5) business days following Buyer's receipt of written request therefor from Seller, which request and payment may occur following the Closing.
6. Approvals of Buyer's Development. Seller represents to Buyer that it has approved Buyer's preliminary site plan comprised of one page showing the location of the perimeter of the building to be constructed on the Property. Seller further represents to Buyer that Buyer shall need no further approvals from the Harbor Gateway Center Property Owner's Association or any committee or group established under the proposed Declaration of Covenants, Conditions and Restrictions for Harbor Gateway Center, Industrial Tract Parcel ("CC&R's"), for said site plan.

7. Revisions to Proposed CC&R's. Seller agrees that, notwithstanding any provision of the CC&R's any Transportation Facilitation Areas or Pedestrian Walkways as defined therein shall in no event either (a) be located on any portion of a the Property other than within ten (10) feet of a public roadway or (b) be located where they could have a material or unreasonable adverse impact on the ownership or use of the Property by the owner of the Property.

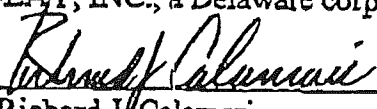
8. No Other Changes. Except as otherwise set forth in this Amendment, the Agreement shall remain unchanged.

IN WITNESS WHEREOF, Buyer and Seller have entered into this Second Amendment as of the date first set forth above.

BOEING REALTY CORPORATION, a California corporation

By:   
Name: STEPHEN I. BARKER  
Title: DIRECTOR-BUSINESS OPERATIONS  
Date: August 3, 1999

FRITO-LAY, INC., a Delaware corporation

By:   
Name: Richard J. Calamari  
Title: Vice President, Engineering  
Date: August 2, 1999

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